

Exhibit 39

AGREEMENT FOR

POLICE SERVICES

Between

THE BUFFALO MUNICIPAL HOUSING AUTHORITY

And

THE CITY OF BUFFALO

THIS AGREEMENT, entered into on December 30, 2010, has been made by and between the Buffalo Municipal Housing Authority (the BMHA), a body corporate organized under Article 5 of the New York State Housing Law, and the City of Buffalo (the City), a municipal corporation.

WHEREAS, the BMHA desires to contract with the City to engage the services of the Buffalo Police Department (the BPD) to police illegal drug, violent, and criminal activity for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through the BPD, desires to provide effective police services at BMHA locations; and

WHEREAS, the BPD represents that it is qualified and authorized to perform such services in the City of Buffalo, New York, as hereinafter described; and

WHEREAS, for purposes of this Agreement, baseline services are defined as the current level of the ordinary and routine services provided by the local police department, including patrols, police officer responses to 911, communications and other calls for police services, and investigative follow-up of criminal activity to BMHA residents as part of the overall deployment of police resources by the City; and

WHEREAS, This Agreement provides for police services that are above and beyond baseline services by creating a Buffalo Police Housing Unit dedicated to proactively addressing problem individuals and locations at targeted BMHA developments by patrolling BMHA developments and to responding to BMHA police calls in addition to baseline services being provided; and

WHEREAS, the BMHA and BPD desire to enter into an agreement to have BPD provide supplemental services through dedicated police patrols at all BMHA developments as necessary and as hereinafter set forth for purposes including, but not limited to, eliminating drug-related crimes and violent crimes and improving safety and security; and

WHEREAS, the problem individuals and locations targeted and the methods utilized to address them will be determined by BPD who will consider information provided by crime reports and the concerns of BMHA regarding criminal activity; and

WHEREAS, tracking and reporting crime data is a critical element in: (1) the assessment of crime and criminal activities, (2) security needs, and BPD is capable of tracking such data; and

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WHEREAS, BPD is ready, willing and able to track and report crime data and allow the BMHA Investigator, Crime Analyst and Crime Prevention Coordinator access to such data except where limited by law; and

WHEREAS, the BMHA has surveillance cameras installed at several developments that BPD is agreeable to having joined with their surveillance camera system, which will allow BPD to monitor the camera activity taking place on BMHA cameras; and

WHEREAS, the BMHA is agreeable to providing space and office equipment at 312 Perry Street for a Buffalo Police Housing Unit to utilize as a satellite office; and

WHEREAS, the BMHA has performed an independent cost analysis and determined that the proposed cost of services to be provided by BPD is fair and reasonable; and

NOW THEREFORE, the BMHA and the City agree as follows:

SCOPE OF SERVICES

SERVICES PROVIDED BY THE CITY

The City shall perform, in a satisfactory and professional manner according to its own procedures, the law enforcement and emergency response functions described herein. The tasks to be performed under this Agreement shall include, but are not limited to the following:

- A. The City shall assign (18) police officers and 2 Lieutenants to a Buffalo Police Housing Unit. Unit members will report to and work under the direction of a Police Captain.
 - 1. For purposes of this Agreement, baseline services are defined as the current level of the ordinary and routine services provided by the local police department, including patrols, police officer responses to 911, communications and other calls for police services, and investigative follow-up of criminal activity to BMHA residents as part of the overall deployment of police resources by the City; and
 - 2. This Agreement provides for police services that are above and beyond baseline services by creating a Buffalo Police Housing Unit dedicated to proactively addressing problem individuals and locations at targeted BMHA developments by patrolling BMHA developments and to responding to BMHA police calls in addition to baseline services being provided; and
- B. The Captain shall:
 - 1. Serve as the primary liaison between the BMHA and the BPD;
 - 2. Be responsible for the supervision of and assignment of work to the Police Housing Unit;
 - 3. Coordinate the dissemination and processing of police and security reports and assist in carrying out the provisions of this Agreement;
 - 4. Establish and maintain an ongoing line of communication with BPD commanders

and other police personnel;

5. Prepare monthly activity reports specifically identifying criminal activity on or near any BMHA property in a format mutually agreed upon by the BMHA and the BPD;
 6. Prepare a year-end report of the Police Unit's activities which includes statistics regarding the Police Team's drug interdiction, investigation, and crime prevention efforts;
 7. The City and the BPD shall include the following information in their monthly invoice to the BMHA: the City's account number, each officer's name, dates worked, hours worked, hourly rate, and cost of overtime by officer, if any;
 8. Initiate and monitor ongoing lines of communication with public housing resident leaders to effectively employ community policing concepts and to address in a timely manner the concerns raised by such leaders;
 9. Attend public housing resident council meetings as needed and assist in developing resident security programs;
 10. Provide to BMHA a daily worksheet detailing the roster of officers along with the hours to be worked, vacation hours, and other training hours scheduled;
 11. Collect police officer activity information for the BMHA utilizing BMHA activity forms for the collection of activity data;
 12. Meet as needed with BMHA's Executive Director or his/her designee to discuss the services provided under this Agreement;
 13. Respond to calls or reported crimes within identified BMHA developments;
 14. Provide reports and/or information as needed by BMHA to the Executive Director or his/her designee as permitted by law;
 15. Monitor all crime issues on BMHA properties; and
 16. Attend court and administrative hearings as necessary,
- C. BPD personnel shall complete specific forms provided by the BMHA for use in collecting, analyzing and monitoring workload and activities.
- D. BPD shall develop and submit a law enforcement operation plan, regarding a comprehensive security strategy in the BMHA. The plan is subject to the review and commentary of the BMHA,
- E. The BPD may assign, reassign and remove the targeted areas being addressed by the police officers of the Buffalo Police Housing Unit.
- F. Personnel assigned to the Buffalo Police Housing Unit shall appear as witnesses at BMHA's administrative grievance hearings, eviction actions, and/or other administrative or court proceedings where the issue involves any criminal or quasi-criminal conduct on or

off any BMHA property involving a resident, a member of resident's household, a guest, or an employee when requested to do so by the BMHA.

- G. Drug interdiction, assisting BPD investigators in criminal investigations, and the prevention of illegal or criminal activity on and near BMHA properties or involving BMHA residents shall be the primary focus of the Buffalo Police Housing Unit.
- H. The BPD shall be responsible for the recruitment, selection, and training of the Buffalo Police Housing Unit, and the procurement of vehicles, supplies, equipment, uniforms, tools, bicycles, and additional equipment necessary to carry out the duties anticipated under this Agreement. In addition, the City shall be responsible for the disbursement of salaries, benefits, and overtime.
- I. It is anticipated that the Buffalo Police Housing Unit shall consist of eighteen Police officers, 2 Lieutenants, and 1 Police Captain to provide the services described above in and around BMHA properties.

II LOCATIONS AND TIMES SERVICES TO BE PROVIDED

BPD shall, on a monthly basis, designate the locations, dates and times for the supplemental police services to be performed.

III. SERVICE LEVEL OBJECTIVES

Buffalo Police Housing Unit shall consist of eighteen Police officers, 2 Lieutenants, and 1 Police Captain assigned to provide the services described above in and around BMHA properties.

There will be no daily or shift minimum manpower assigned. Shift hours for police officers Lieutenants and Captains will be 3:30 p.m. to 1:30 a.m. These shift hours are subject to change as determined by BPD.

IV. ENFORCEMENT OF RULES AND REGULATIONS

- A. The BMHA authorizes the Buffalo Police Housing Unit to take the following specific actions:
 - 1. To remove unauthorized persons from BMHA property;
 - 2. To remove unauthorized persons creating a disturbance or otherwise interfering with the peaceful enjoyment of residents on BMHA property;
 - 3. To remove unauthorized persons destroying, defacing or removing BMHA property and/or to take criminal enforcement actions;
 - 4. To give criminal trespass warnings to any persons in violation of the BMHA's rules or regulations, and to give notice to violators that entry on the BMHA property is forbidden.

- B. In carrying out their duties and responsibilities under this Agreement, the Buffalo Police Housing Unit shall comply with all applicable laws, ordinances, and regulations.

V. TIME OF PERFORMANCE

The services described by this Agreement shall commence on February 1, 2010 and shall continue through January 31, 2013. Upon written mutual agreement, this Agreement may be renewed or negotiated for additional periods if not terminated under Section XIV (Termination) of this Agreement.

VI. POLICE VEHICLES

- A. The City shall provide for police motor vehicles for the officer assigned to the Buffalo Police Housing Unit while performing the professional services described by this Agreement. Title for the vehicles shall be held by the City.
- B. The City shall comply with the provisions of the New York State Insurance Law - either by having an approved self-insurance program or by obtaining automobile liability insurance. The City shall be responsible for all liability and/or third party claims arising out of the maintenance, operations, and use of the motor vehicles.
- C. The City shall, at its cost, repair when necessary and routinely maintain the vehicles in good working order.

VII. COMPENSATION

- A. BMHA will be billed for services provided under this agreement during agreed upon shift times at the average rate of \$63.96 per officer per hour. Court time costs will be billed separately. The BMHA shall compensate the City for officers assigned to the Buffalo Police Housing Unit in an amount not to exceed \$650,000 per year for services over and above baseline services of the BPD.
- B. Compensation under this Agreement shall not exceed \$650,000 per year without BMHA's prior written approval. Any additional services beyond the Scope of Services described herein shall be performed only upon prior written agreement between the BMHA and the City.
- C. No reimbursement will be made for any expenses incurred by the BPD and/or the Buffalo Police Housing Unit without the BMI-IA's prior written approval.

VIII. METHOD OF PAYMENT

The BPD will prepare an invoice covering the professional services provided under this Agreement and send it to the BMHA on a quarterly basis. Such invoices shall be due and payable within thirty days upon receipt. The BPD's invoices shall be sent to:

Buffalo Municipal Housing Authority

Attn: Finance Department
300 Perry Street
Buffalo, New York 14204

BPD must submit detailed written documentation to support the invoices. This must include weekly time sheets, time and attendance records, payroll records and written work assignments.

IX. PERSONNEL

The BPD represents that it has secured or will secure all personnel required to perform the services under this Agreement. Such personnel shall not be employees of the BMHA.

X. MONITORING

BMHA will establish a monitoring policy to prevent overpayments and to ensure that only reasonable and necessary expenses are paid. BPD personnel will fully cooperate with all BMHA monitors and monitor requests relating to police services provided.

XI. INDEPENDENT CONTRACTOR

The BPD is engaged only for the purpose and to the extent provided in this Agreement. It is the intent of the parties that the relationship of the BPD to the BMHA during the term of this Agreement shall be solely that of an independent contractor. The BPD shall perform its services as an independent contractor in accordance with its own methods, the terms of this Agreement, and applicable laws, ordinances and regulations. The Buffalo Police Housing Unit shall report to a Police Captain and perform the services described by this Agreement at the direction of and under the supervision of a Police Captain and, where necessary and appropriate, the Buffalo Police Housing Unit's higher BPD command.

XII. INDEMNIFICATION

The City and the BPD shall indemnify, defend and hold harmless the BMHA from any and all claims, costs, expenses, liabilities, attorneys fees, loss, damages arising out of or in any way connected to actions or omissions by the City or the BPD and their employees, agents, or contractors' negligence, intentional misconduct, violation of law, regulation or ordinance, breach or default in the performance of this Agreement.

The BMHA shall indemnify, and hold harmless the City and BPD from any and all claims, actions liabilities, losses, damages, costs, expenses, and attorneys fees arising out or in any way connected to actions or omissions by the BMHA its agents', employees' or officers' negligence or intentional misconduct as it relates to BMHA's duties under this Agreement, specifically as owner and manager of the properties upon which the City and BPD are to perform their responsibilities herein.

XIII. TERMINATION OF AGREEMENT

- A. The BMHA or the City may terminate this Agreement at any time, with or without cause, by

giving written notice of intention to terminate at least thirty (30) *days* prior to the effective date of termination.

- B. Notwithstanding the above, the City shall have no liability to the BMHA for any alleged damages sustained by the BMHA by virtue of termination or any alleged breach of this Agreement by the City or the BPD.

XIV. CHANGES

The BMHA or the City may request changes in the Scope of Service to be performed under this Agreement. Such changes, including any increase or decrease in the amount of the City's compensation shall be mutually agreed upon by the BMHA and the City and shall be incorporated in written amendments.

XV. COMPLIANCE WITH APPLICABLE LAWS

The City and the BPD shall comply with all applicable laws, ordinances and regulations in performing the services required by this Agreement.

XVI.

Parties agree to comply with the provisions of all applicable federal, state and City of Buffalo statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Buffalo City Charter, Chapter 96, incorporated herein by reference.

XVII. ASSIGNABILITY

The City shall not assign or transfer any interest in this Agreement, whether by assignment or notation without the BMHA's prior written approval.

XVIII. INTEREST OF MEMBERS OF AUTHORITY

No member of the governing body of the BMHA and no other officer, employee or agent of the BMHA who exercises any function or responsibility in connection with the making or administration of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

XIX. NOTICES

A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

- A. In the case of the BPD: Buffalo Police Department

Daniel Derenda, Police Commissioner Police
Commissioner

74 Franklin Street Buffalo, New York 14202

B. In the case of the BMHA: Buffalo Municipal Housing Authority
Dawn E. Sanders
Executive Director
300 Perry Street
Buffalo, New York 14204

Either Party may designate in writing and forward to the other a change in address or designee as provided for in this Section.

XX. THIRD PARTY RIGHTS NOT CREATED

This Agreement does not create a standard of care and does not enlarge the BMHA's duties under any applicable law, ordinance or regulation. Nor does it create any rights to third parties or BMHA residents.

XXI. AUDIT REQUIREMENT AND DOCUMENTS ACCESS AND RETENTION

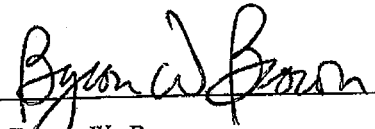
The BMHA retains an irrevocable right on behalf of itself and HUD to independently, or through a third part, review and/or audit the BPD'S books and records pertaining to this Agreement. BPD shall fully cooperate with all requests for access to records, books, documents and papers for purposes of BMHA conducting an audit. All records relating to police services performed under this Agreement shall be retained for at least three years after the performance of such services.

IN WITNESS WHEREOF, the BMHA and the City have executed this Agreement as of the date first written above.

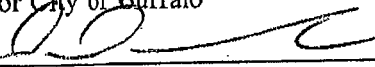
CITY OF BUFFALO

Attested to:

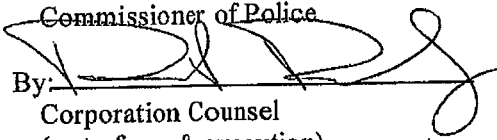
Date: 12/2/10

By: 
Hon. Byron W. Brown
Mayor City of Buffalo

Date: 11/22/10

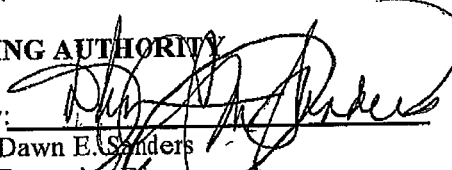
By: 
Daniel Derenda
Commissioner of Police

Date: November 17, 2010

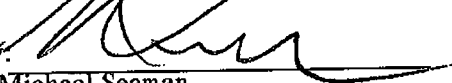
By: 
Corporation Counsel
(as to form & execution)

BUFFALO MUNICIPAL HOUSING AUTHORITY

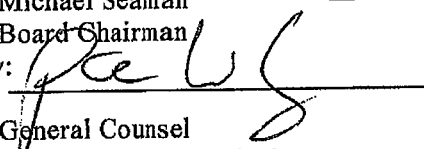
Date: 12/7/10

By: 
Dawn E. Sanders
Executive Director

Date: 12/15/10

By: 
Michael Seaman
Board Chairman

Date: 12/17/10

By: 
General Counsel
(as to form & execution)